

COPYRIGHT AGREEMENT (as of August 2009)



ASME Publishing • Three Park Avenue • New York, NY 10016

For questions about Conference paper copyright, please e-mail copyright@asme.org. For questions about Journal paper copyright, please email journalcopyright@asme.org.

Before publication of your paper in a conference proceedings or journal, ASME must receive a signed Copyright Agreement. For conference papers, this form should be received by the deadline indicated by the Conference. Other forms may NOT be substituted for this form, nor may any wording on the form be changed.

PAPER NUMBER (for conference/journal papers):

TITLE:

AUTHOR(s):

CONFERENCE NAME:

JOURNAL NAME:

ASME requests that authors/copyright owners assign copyright to ASME in order for a conference or journal paper to be published by ASME. Authors exempt from this request are direct employees of the U.S. Government, whereby papers are not subject to copyright protection in the U.S., or non-U.S. government employees, whose governments hold the copyright to the paper. Otherwise, the author/ copyright owner(s) of the Paper should sign this form as instructed below. Please refer to the section below "Who Should Sign" and also to ASME's [FAQ page](#) for more information regarding copyright ownership and the copyright process.

WHO SHOULD SIGN

Only the copyright owner(s) of the Paper, or an authorized representative, can sign this form. If one of the following applies, you may not own the copyright to the paper, or you may not be authorized to sign this agreement, and you may need to have the appropriate copyright owner(s) or organization representative sign this Agreement:

- (1) You created the Paper within the scope of your employment, and your employer is the copyright owner.
- (2) You created the Paper under an independent contractor agreement**.
- (3) You received a grant that funded your Paper.

Please review your company policies regarding copyright, and if you are not authorized to sign this agreement, please forward to the appropriate organization representative. Please review applicable company, institutional, and grant policies and your employment/independent contractor agreement to determine who holds the rights to your Paper. For more information, please refer to the [FAQs](#).

****Note to U.S. Government Contractors:** If you created the Paper under contract with the U.S. Government, e.g., U.S. Government labs, the paper may be subject to copyright, and you or your employer may own the copyright. Please review your company/institutional policies and your contractor agreement. Your Paper may also require a footer acknowledging contract information and also the following statement:

"The United States Government retains, and by accepting the article for publication, the publisher acknowledges that the United States Government retains, a non-exclusive, paid-up, irrevocable, worldwide license to publish or reproduce the published form of this work, or allow others to do so, for United States Government purposes."

It is your responsibility to ensure that the final PDF version of the Paper you submit includes all necessary footers and statements required under your contract.

Author or Authorized Agent

Name: _____ Signature: _____

Email: _____ Date: _____

Affiliation: _____
(Company or Institution)

Job Title: _____

Street Address: _____

City: _____

_____, _____, _____
(State) (Zip Code) (Country)

Phone: _____ Fax: _____

Author: (Applied only if you are signing for other)

Name: _____ Date: _____

Email: _____

Affiliation:

(Company or Institution)

Job Title:

Street Address:

City:

(State)

(Zip Code)

(Country)

Phone:

Fax:

PLEASE READ THE [TERMS AND CONDITIONS](#) WHICH ARE FULLY INCORPORATED IN THIS AGREEMENT.

COPYRIGHT ASSIGNMENT

The following terms of copyright assignment refer to Sections 1, 2, and 3. Sections 4 and 5 may not be subject to copyright.

The undersigned here by assigns irrevocably to ASME all worldwide rights under copyright in the Paper.

Authors retain all proprietary rights in any idea, process, procedure, or articles of manufacture described in the Paper, including the right to seek patent protection for them. Authors may perform, lecture, teach, conduct related research, display all or part of the Paper, and create derivative works in print or electronic format. Authors may reproduce and distribute the Paper for non-commercial purposes only. Non-commercial applies only to the sale of the paper per se. For all copies of the Paper made by Authors, Authors must acknowledge ASME as original publisher and include the names of all author(s), the publication title, and an appropriate copyright notice that identifies ASME as the copyright holder.

April 2010

ASME COPYRIGHT FORM TERMS AND CONDITIONS

The following terms and conditions are fully incorporated into the Copyright Form. Please read them carefully.

REPRESENTATIONS, OBLIGATIONS, ACKNOWLEDGEMENTS, AND INDEMNIFICATION

You represent and acknowledge that:

- (A) This Paper represents: either the first publication of material or the first publication of an original compilation of information from a number of sources as specifically noted by footnotes and/or bibliography.
- (B) You have the right to enter into this Copyright Form and to make the assignment of rights to ASME. If the Paper contains excerpts from other copyrighted material (including without limitation any diagrams, photographs, figures or text), you have acquired in writing all necessary rights from third parties to include those materials in the Paper, and have provided appropriate credit for that third-party material in footnotes or in a bibliography.
- (C) If you are signing this Form on behalf of any co-authors or other copyright holders, you have obtained express authorizations from all those authors and/or copyright holders to make this assignment of rights to ASME.
- (D) All statements contained in the Paper purporting to be facts are true or supported by reasonable scientific research, the Paper does not contain any defamatory or libelous material and does not infringe any third party's copyright, patent, trade secret, or other proprietary rights and does not violate the right of privacy or publicity of any third party or otherwise violate any other applicable law; furthermore that to the best of your ability, you are responsible for ensuring the accuracy of your research and the Paper's content.
- (E) If the Paper was produced in the course of an author's employment by, or contractual relationship with, the U.S. Federal or State Government and/or contains classified material, it has been appropriately cleared for public release and such is indicated in the paper.
- (F) The Paper is not subject to any prior claim, encumbrance or form and is not under consideration for publication elsewhere.
- (G) You have appropriately cited and acknowledged all third parties who have contributed significantly in the Paper's technical aspects.
- (H) ASME is not responsible for any misrepresentation, errors or omissions by those signing this copyright form.
- (I) All print and electronic copies of the Paper submitted to ASME become ASME's physical property regardless of whether or not ASME publishes the Paper, and that ASME is not obligated to publish your paper (see the Termination Section below if your paper is not published).
- (J) ASME is not responsible for any of your expenses incurred in connection with preparing the Paper or attending meetings to present it, nor will ASME pay you any financial compensation if it publishes your Paper.
- (K) Subject to and to the maximum extent permitted by law, you agree to indemnify and hold harmless ASME from any damage or expense related to a breach of any of the representations and warranties above.

TERMINATION

If ASME decides not to publish your Paper, this Form, including all of ASME's rights in your Paper, terminates and you are thereafter free to offer the Paper for publication elsewhere.

GENERAL PROVISIONS

This Copyright Form, the Terms & Conditions, and ASME Copyright Guidelines, constitutes the entire agreement between you and ASME, and supersedes all prior or current negotiations, understandings and representations, whether oral or written, between you and ASME concerning the Paper. This Agreement is governed by, and should be construed in accordance with, the laws of the State of New York, United States of America, applicable to agreements made and performed there, except to the extent that your institution is prohibited by law from entering contracts governed by New York law, in which limited case this Agreement is governed by, and should be construed in accordance with, the laws of the jurisdiction in which your institution is located. Any claim, dispute, action or proceeding relating to this Agreement may be brought only in the applicable state and federal courts in the State and County of New York, and you expressly consent to personal jurisdiction and venue in any of those courts.